



RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS
UNION LOCAL #1044, AFT, AFL-CIO, UNIT C – SECRETARIES FROM JULY 1, 2005
THROUGH JUNE 30, 2008**

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union Local #1044, AFT, AFL-CIO, Unit C – Secretaries from July 1, 2005 through June 30, 2008 are approved.

LEGISLATIVE YEAR 2006

RESOLUTION:

R-2006-107

PURPOSE:

Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union Local #1044, AFT, AFL-CIO, Unit C – Secretaries from July 1, 2005 through June 30, 2008

SPONSOR(S):

Alderman Mark S. Cookson

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

Committee meeting.

The cost analysis will be available prior to the Budget Review

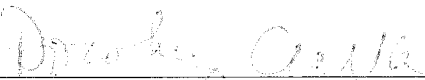
ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union Local #1044, AFT, AFL-CIO, Unit C - Secretaries. The Agreement has a term of three (3) years, expiring at the end of June, 2008. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c).

Approved as to form:

Office of Corporation Counsel

By:



Date: August 3, 2006

Tentative Agreement

June 23, 2006

UNIT C

Secretaries

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS UNION

Local 1044, AFT, AFL-CIO

July 1, 2002-2005

Through

June 30, 2005-2008

NASHUA BOARD OF EDUCATION

Kimberly Shaw, President
Richard Dowd, Clerk
Michael Clemons
Dennis Hogan
John Kelley
Edwina Kwan
Mary Ann Melizzi-Golja
Thomas Vaughan
Sandra Ziehm

CONSULTANTS / RESOURCE PEOPLE

Christopher Hotell, Acting Superintendent of Schools
James Mealey, Human Resources Director
William Wardwell, Devine, Millimet & Branch

Deleted: *

Deleted: *

Deleted: *

Deleted: *

NASHUA TEACHERS UNION

~~Brad Schott~~, Jackie McKnight, President
Maureen McNeil, Charles A. Reynolds, Vice President
Judith Geer, Secretary
Paul Pollard, Treasurer

NEGOTIATING TEAM

Paula Reynolds
~~Maureen Laline~~
~~Theresa Searpali~~
~~Brad Schott~~
~~Maureen McNeil~~
Dot Levesque
Nancy Barnes
Jackie McKnight
Teresa D. Donovan, Esquire, AFT-NH NHFF Staff Representative

TABLE OF CONTENTS (To be Revised for Final Production)

Article I	Recognition.....	6
Article II	Definitions	7
Article III	Grievance Procedure.....	8
4:1	Basic Wage Schedule.....	11
4:2	Overtime	11
4:3	Anniversary Date	11
4:4	Method of Payment of Compensation.....	11
4:5	Holidays	12
4:6	Vacations	13
4:7	Longevity.....	14
4:8	Educational Benefits	14
4:9	Leave for Conferences and Workshops.....	14
4:10	Mileage	14
4:11	Severance	15
5:1	Workers' Compensation.....	15
5:2	Pension.....	15
5:3	Tax-Sheltered Annuities	15
5:4	Health Benefits.....	16
5:5	Life Insurance	16
5:6	Supplemental Injury Benefits.....	17
5:7	Dental Coverage.....	17
6:1	Sick Leave.....	18
6:2	Sick Leave Bank.....	19
6:3	Personal Leave.....	20
6:4	Bereavement Leave.....	20
6:5	Released Time.....	20
6:6	Extended Leave.....	20
6:7	Court Appearances.....	21
6:8	Military Service	21
6:9	Selective Service Tests.....	21
6:10	Continuation of Insurance.....	21
6:11	Federal and State Compliance.....	21
7:1	Employment Status	22
7:2	Seniority.....	22
7:3	Personnel Files.....	22
7:4	Discrimination.....	22
7:5	Rules, Regulations and Policies.....	23
7:6	Workday and Work Year.....	23
7:7	Tuberculin Testing.....	23
7:8	Evaluations.....	24
7:9	Reduction in Hours	24
7:10	Dispensing of Medication	25
7:11	Reduction in Staff.....	25
7:12	Recall	26
7:13	Professional Development.....	27
8:1	Transfers, Promotions and New Positions	28
8:2	Posting	28
8:3	Interviews for Positions.....	28
8:4	Probation and Transfer Regulations.....	29

TABLE OF CONTENTS (continued)

Article IX	Union Representative.....	29
Article X	Union Privileges and Responsibilities	30
Article XI	Resolution of Differences By Peaceful Means	32
Article XII	Conformity to Law and Saving Clause	32
Article XIII	Miscellaneous Provisions.....	33
Article XIV	Duration of Agreement	34
Appendices A-1 to A-6	Wages.....	35
Appendix B	Dues Authorization	36
Appendix B-1	Agency Fee Authorization	37
Sidebar	Ratification / Approval Process and Application of Benefits.....	38
Sidebar	Employees Above Wage Rate.....	39
Sidebar	Joint Labor Management Committee (Placement on Salary Schedule)	40
Sidebar	Joint Labor Management Committee (Evaluations).....	40

AGREEMENT

Unit C AGREEMENT made between the Nashua Board of Education (hereinafter called the "BOARD") and the Nashua Teachers Union, Local 1044, American Federation of Teachers, AFL-CIO (hereinafter called the "UNION"), dated: _____.

ARTICLE I

RECOGNITION

1:1 The "Board" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit C" concerning wages, hours and other terms of employment of all employees in Unit C as included herein: secretaries, accountants, bookkeepers, clerks, receptionists, administrative assistants and procurement personnel employed ~~20 or more hours per week~~, or who qualify for Schedule I, or Schedule II, in the Nashua School District as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING executive secretary to Superintendent, secretary to Superintendent, Schedule I secretaries to the Assistant Superintendents, secretary to the Business Administrator, Supervisor of Business Services, and Supervisor of Personnel Records.

1:2 ~~Effective July 1, 2002~~, All employees shall as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount determined by the Union. The Board shall deduct the amount of service fee as certified by the Union.

Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly Union dues or agency fee, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, however, if any member has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week. Deductions will commence no later than the fourth pay period following the date the authorization form is filed with the District.

The form of the authorization is shown as Appendix B to this Agreement. The District will also recognize authorizations provided prior to the execution of this Agreement in the form set forth in Appendix B of the prior agreement between the parties dated July 1, 1986 through June 30, 1989 provided the Union, within 10 days of the execution of this Agreement, so notifies in writing each employee who had signed the earlier authorization form that effective September 1, 1989, each employee so notified will be able to revoke his or her authorization only between September 1 and September 15 of any year.

The Union shall select a single payroll dues or agency fee deduction arrangement for each contract year to cover all Union members, and shall inform the District payroll office of the arrangements at least three calendar weeks prior to the implementation date.

The right to dues or agency fee deduction shall be extended to the recognized bargaining agent only.

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues or agency fee. The District shall have no obligation to collect dues or agency fee beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the Nashua School District.

1:3 All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of RSA 273-A.

ARTICLE II

DEFINITIONS

- 2:1 The term "work place" means a school, or the administration office.
The term "school" means any work location, or functional division maintained by the BOARD where instruction is offered to the children of Nashua.
- 2:2 The term "Principal" means the responsible head of a respective school.
The term "Supervisor" means the person to whom an employee in the administration building is responsible as shown on the organizational chart of the District.
- 2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.
- 2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.
- 2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period. The rights of Bargaining Unit members, who have not completed the probationary period, are set forth in Article ~~8:3~~ 8.4.
- 2:6 The probationary period shall be 90 calendar days of active employment as an employee as defined herein.
- 2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.
- 2:8 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension, or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension, or layoff period. In the event of retirement, resignation, or discharge, the employee shall lose all seniority.
- 2:9 Schedule I ~~and~~, Schedule II and Schedule III employees are defined in Article 7:6.
Schedule III employees are members of the Bargaining Unit, other than Schedule I and Schedule II employees.
- 2:10 The term "compensatory time", as used in this agreement, shall mean authorized time off which an employee may receive in lieu of overtime pay.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:2-1 All grievances over which a principal or supervisor has no jurisdiction shall be submitted directly to the Business Administrator within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty school day period shall establish the timeliness of the grievance.

3:3 **Step 1**

Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the employee's principal or supervisor in an attempt to resolve the matter at that level.

3:4 **Step 2**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the grievant shall, within ten (10) school days thereafter, set forth the grievance in writing to the principal or supervisor specifying:

- a. The specific nature of the grievance and the date it occurred;
- b. The provision(s) of this Agreement which is alleged to have been violated;
- c. The nature and extent of the injury, loss or inconvenience;
- d. The results of previous discussions;
- e. The basis for dissatisfaction with the decisions previously rendered;
- f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and union representative before being presented to the principal or supervisor in Step 2.

3:5 If the grievance is not received in writing by the principal or supervisor in Step 2 within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The principal or supervisor shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:6 **Step 3**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the principal's or supervisor's decision, be submitted to the Business Administrator. The Business Administrator shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:7 **Step 4**

If the issue is not resolved after Step 3, the grievance shall, within five (5) school days after receipt of the decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

ARTICLE III (continued)

GRIEVANCE PROCEDURE

- 3:8 **Step 5**
The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the decision to the School Board. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.
- 3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.
- 3:10 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.
- 3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.
- 3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and present its position in writing at all meetings, with the grievant, held concerning the grievance and shall receive a copy of decisions rendered.
- 3:13 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) school weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5, unless it is so submitted to arbitration within such time limit.
- 3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) school week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.
- 3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.
- 3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.
- 3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

ARTICLE III (continued)

GRIEVANCE PROCEDURE

- 3:18 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final and binding by both parties.
- 3:19 The BOARD agrees that it will apply, to all substantially similar situations, the decision of an arbitrator sustaining a grievance and the UNION agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.
- 3:20 The arbitrator's fee will be shared equally by both parties to the dispute.
- 3:21 **School Board Grievances**
The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.
- 3:22 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two school weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.
- 3:23 If the grievance is not received by the UNION within thirty school days after the BOARD knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.
- 3:24 **Released Time**
Any employee, who has filed a grievance in accordance with the provisions of this contract, will be granted released time, as needed, without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one union representative who attends said hearings with the employee.
- 3:25 **Summer Timeliness**
In the event the processing of a grievance under Article III extends beyond the completion of the pupil school year, all time periods referred to in the above then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of one pupil school year and the beginning of the pupil school year next following.

ARTICLE IV

WAGE AND OTHER BENEFITS

4:1 Basic Wage Schedule

Wages will be paid in accordance with Appendix A

Effective June 1, 2005, employees shall be compensated in accordance with Appendix A-1.

Effective June 1, 2006, employees shall be compensated in accordance with Appendix A-2 and eligible employees shall receive a step increase.

Effective July 1, 2006, Grade 1 employees shall be placed on the Grade 2 pay scale at the same step, or if eligible for step movement, at the new step, Appendix A-3

All new hires after July 1, 2006 shall be placed in Grade 2 thus eliminating Grade 1 and 3 as effective wage levels, Appendix A-3

Existing employees in Grade 3 shall be grand-fathered and shall receive wage increase and step increases as applies to other bargaining unit employees in accordance with the salary schedules

Effective January 1, 2007, employees shall be compensated in accordance with Appendix A-4 and employees who did not move from Grade 1 to Grade 2 shall receive a step increase if eligible.

Effective July 1, 2007, employees shall be compensated in accordance with Appendix A-5 and eligible employees shall receive a step increase.

Effective January 1, 2008, employees shall be compensated in accordance with Appendix A-6

An employee on Step 2 or 3 as of July 1, 2000 with fewer years seniority than the July 1, 2000 salary schedule required will remain on her current step until she reaches a new step based on the salary schedule. For purposes of placement on the scale, seniority will be based on the date of employment into the bargaining unit, except as noted directly below, and will be recalculated on July 1st of each year. Only full years of service at July 1st will qualify for advancement on the scale.

New employees may be granted up to six (6) years of creditable service for the purpose of placement and advancement on steps, based on prior work or educational experience directly relevant to a secretarial position. The determination of creditable service will be made administratively upon hiring. An individual who qualifies for a full six years of creditable service will be hired on Step 2, and will be placed at the beginning of Step 2 the following July 1st.

In cases of promotion, employees shall receive the hourly rate for their existing step, and the schedule and grade to which they are promoted or their existing hourly rate whichever is greater.

In cases where an employee moves to a lesser schedule or grade, the employee shall receive the employee's former hourly rate less the differential between the hourly rate for the employee's former schedule, grade, and step and the hourly rate for the schedule, grade, and step of the employee's new position.

4:2 Overtime

Time worked in excess of 7 1/2 hours in any work day or 37 1/2 hours in any work week shall be paid at the rate of time and one-half. With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime. Any use of such approved compensatory time must have the prior approval of the employee's supervisor.

Paid holidays, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the straight time hours. An employee may be required to work overtime when so directed by the building principal or supervisor. Employees, who are called back to work after normal working hours by their supervisors, shall be compensated at time and one-half rate for time spent with a minimum of three hours.

4:3 Anniversary Date

For purposes of this Article, July 1 will be the anniversary date for all employees. For purposes of wage payment, except as otherwise provided, employees will receive a wage increase each July 1.

4:4 Method of Payment of Compensation

1. All employees shall be paid weekly on the basis of the number of hours worked since the last payment date.
2. Pay checks shall normally be received at the employee's work location no later than Friday, unless the employee has opted to pick up the individual check at the Superintendent's Office after 3:00 P.M. on Thursday, all on the weeks the checks are due. All paychecks shall be placed in envelopes and distributed.

ARTICLE IV continued

WAGE AND OTHER BENEFITS

4:5 Holidays

1. Schedule I employees shall be entitled to the following holidays with pay provided the probationary period has been completed:

July 4	Christmas Day
Labor Day	New Years Day
Columbus Day	President's Day
Veterans' Day	Martin Luther King Day
Thanksgiving	Memorial Day
Day after Thanksgiving	

President's Day, formerly known as Washington's Day, shall be observed either on the nationally designated holiday, or on the Monday of the Winter Vacation week, to coincide with the District's school calendar.

2. Schedule II employees shall be entitled to the following holidays, with pay, provided the probationary period has been completed:

Christmas Day	New Years Day
Veterans' Day	Memorial Day
Labor Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
	Day After Thanksgiving

~~The day after Thanksgiving payable at the amount of their regular daily pay and,~~
July 4th is payable at the amount of four (4) hours times the employee's hourly rate.

3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year are entitled to:

Christmas Day	New Years Day
Memorial Day	
Thanksgiving Day	

With pay, provided the probationary period has been completed,
payable at the amount of their regular daily pay.

4. In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed, unless on authorized paid leave.

ARTICLE IV (continued)

WAGE AND OTHER BENEFITS

4.6 Vacations

Vacation leave for Schedule I and II employees shall be accrued on the basis of the number of months in active employment up to the following amounts:

Accruals shall commence with date of hire.

1. Schedule I and Schedule II employees shall accrue vacation leave according to the following, commencing with the date of employment, but shall not be entitled to vacation leave pay until they have satisfactorily completed the probationary period and provided they are in the active employment of the District. Vacation benefits shall not be paid retroactively.

Up to eight (8) full years seniority	10 days
Upon completion of eight (8) full years seniority	15 days
Upon completion of fifteen (15) full years seniority	20 days

Effective with the execution of the collective bargaining agreement:

Up to eight (8) five (5) full years seniority	10 days
Upon completion of eight (8) five (5) full years seniority	15 days
Upon completion of fifteen (15) ten (10) full years seniority	20 days

On August 31 of each year, any unused accrued annual leave days as of June 30, in excess of the number of annual leave days to which the employee is entitled, shall be forfeited.

2. No employee shall be allowed more than fifteen (15) days vacation in succession, at any time, unless this requirement is waived by the principal or supervising administrator. Employees with the greatest seniority shall have preference in selecting the times during which they wish to take their vacation. The principal or supervising administrator shall be notified, in writing, of such selection request by April 1 of each year. All vacations normally will be taken between the first full week in July and the third full week in August, inclusive, unless this requirement is waived by the principal or supervising administrator. At the principal's discretion, an employee may be restricted from taking vacation leave during the ten working days preceding the pupil school year. The Superintendent or designee may alter the above vacation selection or schedule as District needs dictate.
3. No vacation leave or payments will be allowed, if an employee is discharged for just cause. In such event, there shall be no proration of accrued vacation payments.
4. The District reserves the right to limit the number of employees to be on vacation during any one period. All vacation days shall be scheduled with the approval of the Superintendent or designee.
5. Any employee who resigns, is laid off, retires, or dies, shall be entitled to accrued vacation pay, in accordance with the eligibility requirements contained in this Agreement, prorated to the date the employment ceases. Any accrued vacation pay to which an employee may be entitled, on the date of the employee's death, will be paid to the employee's estate.
6. Schedule II employees will be paid on the basis of 6 1/2 hours times the employee's hourly rate for each day of annual leave used.

7. An employee who desires vacation pay, before going on vacation, must notify the Payroll Office, in writing, at least ten workdays in advance of the employee's last working day prior to the vacation.

ARTICLE IV (continued)

WAGE AND OTHER BENEFITS

4:7 Longevity

1. Longevity will be paid in January to all Schedule I, and Schedule II and Schedule III employees in the active employment of the District on the previous December 31 based on the following:

	<u>Schedule I</u>	<u>Schedule II</u>	<u>Schedule III</u>
After ten (10) years seniority	\$400	\$345	\$200
After fifteen (15) years seniority	\$900	\$775	\$450
After twenty (20) years seniority	\$1400	\$1205	\$700

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to December 31 in any calendar year. In the event an employee leaves the employ of the District after the employee's anniversary date but before the January payment date, the employee will receive any longevity payment to which the employee is entitled with the final salary payment.

4:8 Educational Benefits

For each fiscal year, the District agrees to provide the sum of \$2,000 for the purpose of reimbursement of tuition cost for courses or workshops which, in the opinion of the Business Administrator, are both job-related and of benefit to the District. Availability will be made on a first-come, first-served basis, with approval of more than one course per semester subject to the availability of funds within the above allowance. Reimbursement will be available to those who are actively employed, who make application for the benefits, and who have received the prior approval of the Business Administrator. Employees will be reimbursed 80% of the cost of tuition. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop.

The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the District. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Funding for required courses or workshops will be provided separately from the above \$2,000 available for tuition reimbursement.

4:9 Leave for Conferences and Workshops

Secretaries may be granted paid leave within budget and staffing limitations to attend annual conferences and workshops. Lodging, travel and conference expenses will be paid by the District consistent with District policies.

Up to two (2) days of paid professional leave will be granted to up to two (2) employees designated by the President of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. Employees may be requested to share the information gained at the conference with other secretaries.

4:10 Mileage Allowance

The District agrees that employees using private automobiles, at the request of the District on District business, shall be reimbursed at the prevailing IRS rate.

ARTICLE IV (continued)

WAGE AND OTHER BENEFITS

4:11 Severance Pay

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District, who has at least ten (10) years seniority in the District, the BOARD shall pay to that employee or the employee's estate, in the case of death, the following amount for each day of the employee's accumulated sick leave then remaining to a maximum of:

132 days for Schedule I employees;

113 days for Schedule II employees; and,

55 days for Schedule III employees working a regular schedule of 1080 or more hours per fiscal year;

Schedule I \$45

Schedule II \$40

Schedule III employees \$30

working a regular

schedule of 1080 or

more hours per fiscal

year

4:12 Out of Grade Pay

In the event an employee is assigned to a higher rated position for two consecutive days, on the third consecutive day, the employee would begin to be paid the higher rate and be paid at the higher rate for any consecutive days that they perform the work of the higher grade. This new provision should not be retroactive, but shall commence upon execution of the agreement.

ARTICLE V

SUPPLEMENTAL BENEFITS

5:1 Worker's Compensation

All employees shall continue to be covered by the provisions of the New Hampshire Worker's Compensation Act.

5:2 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made available to Schedule I and Schedule II employees. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment.

5:3 Tax-Sheltered Annuities

The District agrees to allow all employees to take advantage of the Federal Law concerning tax-sheltered annuities.

ARTICLE V (continued)

SUPPLEMENTAL BENEFITS

5:4 Health Benefits

Subject to the provisions of this article, the City shall provide, upon the request of an eligible Schedule I and II employee, and a Schedule III employee working a regular schedule of 1080 or more hours in a fiscal year, the amount of premiums specified below for an individual, two person, or family plan for one of the following, if available, or a comparable plan if the following plan(s) are not available:

- (a) Blue Cross/Blue Shield Plan JWM;
- (b) Blue Choice New England Point-of-Service Plan; or
- (c) A choice of HMO Blue or Harvard Pilgrim HMO.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

For eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of option (a) the same dollar amount it contributes toward the premium of option (b).

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or point-of-service plan service area may change plans within a specified period after such move to the extent permitted by the plans.

At such time as the Nashua Teachers' Union (Unit "A") agrees to change health insurance coverage, plans or co-pay levels, the parties to this agreement should re-open negotiations on the subject of health insurance benefits.

5:5 Life Insurance

On the first day of the month next following the expiration of thirty days after the signing of this Agreement, the District shall provide full payment of the cost of a \$10,000 Term Life Insurance policy for Schedule I and Schedule II employees, and ~~\$7,500~~ \$8,000 Term Life Insurance policy for Schedule III employees. Schedule I and Schedule II employees may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the first 30 days of active employment of the employee's probationary period.

ARTICLE V (continued)

SUPPLEMENTAL BENEFITS

5:6 Supplemental Injury Benefits

- a. An employee absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District 100% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily workers' compensation benefits received by the employee, for each day the employee is scheduled to work.
- b. It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the District.
- c. Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of one-half day sick leave deducted for each day of absence.
- d. The provisions of this section shall not prevent an employee from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the employee's accumulated sick leave.
- e. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.
- f. An employee absent from work due to a work-related injury or illness may be terminated by the District after the exhaustion of workers' compensation benefits or one year whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 5:6-f because of an absence of one year shall be rehired for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

5:7 Dental Coverage

Effective July 1, 1995, the Board agrees to provide single person dental coverage for the employee only commencing on the first day of the month following the completion of the probationary period. This coverage shall apply to Schedule I and Schedule II employees only. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense.

ARTICLE VI
LEAVES OF ABSENCE

6:1 Sick Leave

1. Each Schedule I employee shall be entitled during each fiscal year to annual sick leave of 15 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 165 days which shall not include the sick leave due in a current fiscal year.
2. Schedule II employee shall be entitled during each fiscal year to annual sick leave of 13 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 142 days which shall not include the sick leave due in a current fiscal year. Absences which occur during the period when the normal workday is four hours shall be deducted from accrued sick leave at the rate of the four hour workday being equal to 7 1/2 hours of sick leave.
3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year shall be entitled to annual sick leave of six (6) days. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 68 days which shall not include the sick leave due in a current fiscal year.
4. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.
5. The District agrees that each employee entitled to annual sick leave shall be notified at the beginning of each fiscal year of the employee's accumulation to date.
6. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, employee's spouse or the employee's children who reside with the employee, parents, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.
7. An employee must notify the principal or supervisor prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of 4 consecutive days or more, the employee may be required to present a doctor's certificate or other satisfactory evidence to the principal or supervisor, indicating that the employee was unable to work due to sickness or injury during the period claimed.
8. The District may terminate any employee absent from work due to illness after exhaustion of benefits under this Article, exhaustion of authorized leave, or after one year of continuous absence, whichever occurs later.
9. In the event a newly hired employee leaves the employ of the District within 12 months of being hired, and has taken sick leave before leaving the District's employ, that employee shall return to the District all pay received for sick leave taken in excess of those days which bear the same ratio to the annual sick leave authorized as the number of full months worked by the employee bears to twelve.
10. Payment to Schedule III employees working a regular schedule of 1080 or more hours per fiscal year for time lost by reason of sick leave shall be made on the basis of the employee's regular daily work schedule. A deduction of one day from any sick leave to which the employee is entitled shall be made for each day of sick leave taken.

ARTICLE VI (continued)

LEAVES OF ABSENCE

6:2 Sick Leave Bank

1. A Sick Leave Bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of serious extended illness, incapacitating accidents, or maternity leave.
2. Contributions must be made within 30 calendar days from the date the person begins employment or within 30 calendar days of a call for replenishment of the bank. The initial contribution of participating members shall be two (2) days, with subsequent contributions of one (1) day for each call for replenishment. In addition to the initial contribution, participating members shall contribute a one time additional day at the beginning of the second school year following the implementation of the bank. All contributions shall be voluntary. Each day contributed shall be defined as the average number of hours worked per day over the course of a fiscal year.
3. A call for replenishment shall be made at any point in time the balance of days in the sick leave account falls below one and one half days times the number of bargaining unit members in the bank.
4. The operation of the Bank and withdrawals from it shall be governed by a Committee of two (2) members selected by the Union and one administrator selected by the Superintendent. The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank. In considering requests for withdrawal from the Bank the Committee may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.
5. A member may withdraw sick days from the Bank only after:
 - a) exhausting his or her individual accrued sick leave;
 - b) receiving the approval of the Committee.

However, withdrawals shall be retroactive back to the first working day following the exhaustion of accrued sick leave benefits.

6. Sick leave withdrawals shall be computed as one day charged for one day used.

ARTICLE VI (continued)
LEAVES OF ABSENCE

6:3 **Personal Leave**

Each Schedule I and Schedule II employee shall be entitled to three (3) days and Schedule III employees working a regular schedule of 1080 or more hours per fiscal year shall be entitled to one (1) day leave of absence per fiscal year for the following reasons:

- (a) Marriage of children, parents, or immediate family as defined under Article 6.4(a).
- (b) Graduation exercise of the employee or the employee's children.
- (c) Required appearance in court.
- (d) Observance of a nationally recognized religious holiday of the religion practiced by the employee.
- (e) Compelling personal business that cannot be accomplished outside of the school day.

Each day taken shall be subject to the prior approval of the Business Administrator or designee. Except in emergency situations, at least 48 hours' notice shall be given in requesting a personal day through the Business Administrator or designee. One of the personal days to which Schedule I and Schedule II employees are entitled shall if taken not be deducted from sick leave, and each of the remaining two days to which they are entitled shall if taken be deducted from sick leave. The one day to which Schedule III employees working a regular schedule of 1080 or more hours per fiscal year are entitled shall not, if taken, be deducted from sick leave. Personal leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be deducted from personal leave at the rate of the four hour workday being equal to 7 1/2 hours of personal leave.

6:4 **Bereavement Leave**

- a. Employees shall be entitled to up to five (5) days bereavement leave with pay for absence due to each death of their spouse, child(ren), mother or father and step-equivalents and up to three (3) days bereavement leave with pay for absence due to each death of "immediate family". "Immediate family" shall include: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step-equivalents.
- b. Up to three (3) days in any fiscal year may be granted for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (a) and close friends provided the close friend lives in the employee's home.
- c. Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial service.
- d. Bereavement leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be equal to one day.

6:5 **Released Time**

Up to three members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

6:6 **Extended Leaves**

Schedule I or Schedule II employees may apply for an unpaid leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father. At the discretion of the Superintendent such an unpaid leave may be granted for a period up to twelve months. Unless otherwise provided, employees on unpaid leaves pursuant to this Article 6:6 shall not be eligible to receive any of the benefits contained in this Agreement including any paid leave days. The employee desiring to return from such unpaid leave will be assigned to the next available vacancy for which the employee is qualified.

ARTICLE VI (continued)

LEAVES OF ABSENCE

6:7 Court Appearances

An employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals, and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals, and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Time paid under this Article 6:7 shall not be counted as time worked for the purpose of computing overtime.

6:8 Military Service

Each employee shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. An employee granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:9 Selective Service Tests

Each employee shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:10 Continuation of Insurance

Upon agreement by the respective insurance carriers, any employee who is on authorized unpaid leave may be permitted to continue the health and life insurance benefits provided by this agreement at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check payable to the City of Nashua, to the District Personnel Office no later than the 15th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by this section 6:10 shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active employment.

6:11 Federal and State Compliance

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to family and medical leave. Any such provisions shall be deemed to operate concurrently with any paid or unpaid leave granted pursuant to this Agreement. The District will comply with any rights or benefits contained within such federal or state statutes which provide for any rights or benefits which exceed those contained in this Agreement only to the extent required by statute.

ARTICLE VII

WORKING CONDITIONS

7:1 Employment Status

No member of the Bargaining Unit shall be dismissed or disciplined except for just cause.

7:2 Seniority

The District shall prepare a seniority list which indicates the dates of employment of all members of the Bargaining Unit. The Union will be supplied with an updated copy of this list on or before November 1, and upon request.

7:3 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.
2. Upon request, the Administration shall provide to each employee copies of the records and reports described above.
3. In the event that the Board of Education removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.
4. Upon 24 hours' notice each employee shall have the right to review and reproduce material in the employee's personnel file.
5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the person occupying the position of authority next above the person who filed the material.
6. Reproductions of such material may be made by hand, or copying machine if available.
7.
 - a. Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee.
 - b. An employee shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the Administration, or the Nashua Board of Education.

7:4 Discrimination

There shall be no discrimination against any employee because of the employee's Union activities or because of the employee's membership in the UNION, or because of the filing of any grievance under this Agreement.

ARTICLE VII (continued)

WORKING CONDITIONS

7:5 Rules, Regulations and Policies

1. There shall be a complete copy of the Rules, Regulations and Policies of the Board of Education made available for access at each District building with new items added as they are promulgated by the BOARD.
2. It is agreed that all Building Representatives have a complete copy of the Rules, Regulations and Policies of the Board of Education, and the Administration will provide them with all new items as they are added.

7:6 Workday and Work Year

1. Schedule I employees shall be employed for a 12-month work year. The normal workday shall be 8 hours per day including a half hour unpaid lunch break.
2. Schedule II employees shall be employed for a 12-month work year. For the time period beginning five working days prior to the pupil year continuing through five working days after the pupil year, the normal workday shall be 8 hours per day including a half hour unpaid lunch break. At the principal's discretion, an employee assigned to an elementary school may be required to commence the 8 hour work day ten working days prior to the pupil year. For all other week days, in the summer, the normal workday shall be 4 hours. During the pupil year, Schedule II employees shall work only on teacher work days.
3. Schedule III employees shall be employed for the pupil year and pupil day and up to five (5) days before the start of the pupil year and five (5) days after the start of the pupil year. This is the normal work schedule but it may be altered based on the legitimate needs of the school district. The normal workday shall be not more than 6.5 hours per day.
- ~~3.4.~~ The principal or supervisor shall establish a normal work schedule for each employee.
- ~~4.5.~~ A 30-day notice shall be given Schedule I and Schedule II employees before a change is made in the established normal work schedule.
- ~~5.6.~~ A two-week notice shall be given to part-time employees before a change is made in the established normal work schedule.
- ~~6-7.~~ A member of this Bargaining Unit C must give a minimum of two weeks' notice, if intending to terminate employment with the Nashua School District.
8. When there is a cancelled school day, Schedule II employees may be required by their supervisor to work, and if they report to work, they shall be paid their regular rate of pay for the day. In the event they are not required to work, the Schedule II employees shall be paid four (4) hours at their regular rate of pay.

7:7 Tuberculin Testing

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, employees who have met the requirement of the Board's pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All employees shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The Board of Education will provide through its own agents at no expense to the employee any screening services which may be

required by the State for employees after their employment with the District, but will not provide those services to prospective employees.

ARTICLE VII (continued)
WORKING CONDITIONS

7:8 Evaluations

- A. All observations by a supervisor of the work performance shall be made openly.
- B. When a supervisor observes an employee it will be assumed the employee is being observed for purposes which may include evaluation.
- C. When a supervisor makes and signs a written evaluation of an employee it will be shown to the employee who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the employee's assent. If the employee disagrees with all or any part of the evaluation the employee may file written comments in the employee's personnel file.
- D. All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board of Education or the Superintendent prior to the start of a fiscal year.
- E. An employee may appeal his/her annual evaluation first to the Business Administrator and then, if not resolved, to the Superintendent of Schools. The evaluation itself will not be subject to the grievance procedure.

7:9 Reduction in Hours

The following applies in the event of an involuntary reduction in hours for Schedule I or Schedule II employees, or Schedule III employees working a regular work schedule of 1080 or more hours per fiscal year:

Commencing on the date of signing of this Agreement, an employee as described above so affected will retain the following benefits as provided under this Agreement, as applicable, through the last day of this Agreement or one year from the date of the reduction in hours, whichever is later. Thereafter, the benefits shall be as provided by this Agreement for the reduced schedule.

Sick Leave	Sick Leave Accumulation
Personal Leave	Holidays
Vacations	Extended Leave
Health Insurance	Life Insurance
Dental Insurance	Longevity
Severance	Sick Leave Bank

An employee as described above initially so affected will retain only the following benefits, as applicable, and only to the extent and for the time periods indicated. All other benefits will be as provided by this Agreement for the reduced schedule.

A. Health, Life and Dental Benefits:

Retained for one additional month for each year of service with a minimum of three months of coverage and a maximum of twelve months of coverage.

B. Sick Leave:

Accumulated sick leave at the time of the reduction in hours retained. Additional annual sick leave will be credited in the amount applicable to the reduced schedule; however, no additional annual sick leave will be credited if the employee's accumulated sick leave exceeds the maximum accumulation allowed for the reduced schedule.

C. Vacation:

For Schedule I reduced to Schedule II – Accrued vacation leave retained. Additional accruals at the applicable rate for the reduced schedule.

For Schedule I or Schedule II to Schedule III – Accrued vacation leave paid in lump sum.

ARTICLE VII (continued)

WORKING CONDITIONS

7:10 Dispensing of Medication

Secretaries shall not be required to dispense medication to students.

7:11 Reduction in Staff

The provisions of this article 7:11 shall apply only on occasions when the total number of permanent positions in the bargaining unit is reduced. When there is such a reduction, the following procedure will be used:

- A. In making involuntary staff reductions, the employee in the position being reduced shall be laid off except as otherwise provided in this article 7:11.

When that employee is not the least senior employee of those in the schedule and grade of the reduced position, the least senior employee in that schedule and grade instead shall be subject to layoff provided:

1. The employee in the position being reduced has a minimum of 30 calendar days of seniority more than the least senior employee in that schedule and grade.
2. The least senior employee in that schedule and grade has been in her/his current position less than three (3) years.
3. In the opinion of the business administrator, the more senior employee has the same qualifications as the least senior employee to perform the duties of the latter's position. Qualifications shall include experience including the currentness of that experience, skills and abilities related to the position, and the employee's performance including attendance.

Otherwise, the employee in the position being reduced shall be laid-off.

The provisions of this section 7:11A shall be grievable only to Step 5 of the grievance procedure as contained in Article III and shall not be arbitrable.

- B. Seniority shall be determined first by date of hire to a position in the bargaining unit, second by date of hire in the District in a non-substitute position, and third by social security number with the lowest last four digits having least seniority.
- C. Employees designated for layoff shall be given at least thirty (30) calendar days written notice of such layoff. If such notice is given less than thirty calendar days prior to the layoff, the employee shall be compensated at the employee's regular rate of pay for any of the employee's normal work days falling within the 30 day period but prior to the notice. A copy of the notice shall be sent to the union.
- D. Employees who are laid-off shall receive severance as provided in article 4:11, however, the ten year seniority requirement shall be waived.

ARTICLE VII (continued)

WORKING CONDITIONS

7:12 Recall

- A. Employees who are laid off shall be placed on a recall list. All individuals in the recall pool will be considered for any vacancies before other employees or external applicants. If there are two or more individuals in the recall pool who at the time of layoff were in the same or higher schedule and grade as the vacancy and who, in the opinion of the business administrator, are qualified for the available position, one of the two most senior employees shall be recalled. Qualifications shall include experience including the currentness of that experience, skills and abilities related to the vacancy, and the individual's performance including attendance.

The provisions of this section 7:12A shall be grievable only to Step 5 of the grievance procedure as contained in Article III and shall not be arbitrable.

- B. Except as otherwise provided in this article 7:12, an individual who is recalled shall return to the District that severance which represents the difference, if any, between the number of days on which severance was computed and the number of work days the individual was laid-off. The individual may return said severance in a lump sum, in equal weekly or in some other schedule of repayment approved by the Business Administrator. In no instance may the weekly payments extend beyond the calendar year. Any arrangement for the repayment of severance in weekly payments must be in writing and signed by the individual. Accrued sick days will be credited to the individual as the repayment is made based upon the number of days the repaid severance represents.

An individual who is offered recall and fails to return said severance shall be removed from the recall list.

An individual who has been laid off continuously for one year from the date of the layoff shall not be required to repay any severance.

- C. Unless otherwise provided under this Article 7:12, individuals shall remain on the recall list for two years from the date of layoff.
- D. Notice of recall shall be sent by certified mail to the individual's last address which has been placed on file by the individual in the Personnel Office. A copy of said notice shall be sent to the Union.

An individual who is recalled shall in writing within 10 calendar days of the receipt of the notice or 15 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the individual does not respond within the aforementioned time period, the individual will be removed from the recall list.

7.13 Professional Development

The Nashua Teachers' Union and the Board of Education agree to maintain the Secretarial Staff Development program as outlined below:

1. Secretarial staff may be required by the Nashua School District to complete Tier I courses totaling 26 hours. Courses will be offered during regular working hours, or staff will be offered overtime or compensation time to complete courses, at the discretion of the School District.
2. Completion of Tier II courses is voluntary. Twelve hours of coursework is required required to complete Tier II. The School District retains the right to require supervisory approval of secretaries to enroll in specific courses.
3. An hourly salary differential of .30 will be provided upon equivalent completion of all Tier I courses and 12 hours of Tier II courses. The differential will be implemented for an employee effective January 1st or July 1st following completion of Tier II hours.
4. Secretarial staff are required to complete and document twelve (12) hours of coursework every ~~two (2)~~ three (3) years, from July 1st to June 30th to obtain the differential, and then retain it.
5. Staff are ~~responsiblie~~ responsible for maintaining their own records of workshop/course completion, and submitting those records to qualify for and maintain the salary differential. The School District will issue certificates of (equivalent) completion for all courses.
6. Successful completion of each technology course will be determined, as follows: a) in lieu of completing a technology course offered by the district, staff may pursue outside courses the district deems comparable, b) demonstrate mastery of skills through a test out procedure offered by the school district, c) if the course is offered by the school district a certificate of completion fulfills a technology course requirement.
7. The School District retains the right to modify the course selections offered, from time to time, to better meet the needs of individual secretaries or the School District as a whole. Total hours required to achieve the differential, however, will remain the same. The School District will meet and consult with a Joint Labor Management Committee to discuss development of new courses. The Joint Labor Management Committee will have equal labor and management representation. The Union ~~representatives~~ representatives on the Committee shall be appointed by the NTU President.

Deleted: In lieu of completing a technology course offered by the district, staff may pursue outside courses the district deems comparable or demonstrate mastery of skills through a test out procedure offered by the school district.

ARTICLE VIII

TRANSFERS, VACANCIES AND PROMOTIONS

8:1 Transfers, Promotions and New Positions

1. Employees who desire a change in duty or building assignment may file a written statement of such desire at any time with the Business Administrator. Such request may be renewed in writing each school year if it is not granted on initial application.

2. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than June 30.

3. An employee who has been transferred and objects to the transfer may request a meeting of the employee, Business Administrator or designee and a Union representative. The Business Administrator or designee will meet with the employee and/or Union representative to discuss the transfer.

4. In making transfers and promotions, and filling new positions, a candidate's area of competence, quality of performance within and outside the system, the needs of the system, seniority and a candidate's wishes will be considered.

8:2 Posting

All positions shall be posted for ten (10) week days prior to the position being filled. All notices shall be posted on the bulletin board in every school and the Central Office. The notice shall be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, application process, and in the case of promotions, the qualifications for the position.

8:3 Interviews for Positions

All Bargaining Unit candidates for transfer and/or promotion who apply for a posted position, and meet the minimum qualifications for the position, will be interviewed.

ARTICLE VIII (continued)

TRANSFERS, VACANCIES AND PROMOTIONS

8:4 Probation and Transfer Regulations

1. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

2. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit, provided that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may within 75 calendar days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same grade and pay rate as the position from which the employee was first transferred or promoted. The 75 calendar day period may be extended as provided in ~~8:3.4(b)~~ 8.4.5 below. Transfers under this paragraph 8.4.3 shall not be grievable.

4. Probation

a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.

b. The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 8.4.4(b) shall not be grievable.

5. A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, notwithstanding the fact that active employment may have been served in more than one position.

ARTICLE IX

UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes. No Union representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE X

UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

As exclusive representative, the UNION shall not preclude from membership any person in the unit described in ARTICLE I. The Union will represent equally all persons described in ARTICLE I without regard to membership in, participation, or activities in the UNION.

10:2 Recognition of Local Organization Representative

The Principal or Business Administrator shall recognize the UNION building representative as the official representative of the local organization.

10:3 Distribution of Materials

Officers or officials of recognized employee organizations shall have the right to distribute organizational materials provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Such distribution shall be made through the central mailing system. Nashua High School shall have a single mail box for the use of all secretaries in the building.

10:4 Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular work hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt normal operations, and shall be subject to prior approval of the Building Principal, or Business Administrator.

10:5 No Local Organization Activity

Except as provided herein, the UNION agrees that no employee will engage in UNION activity while on duty.

10:6 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the BOARD, a member of the BOARD or its designated representatives from meeting with any employee for expression of the employee's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with an immediate supervisor or processing a grievance on the employee's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

ARTICLE X (continued)

UNION PRIVILEGES AND RESPONSIBILITIES

10:7 Information

1.The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2.If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3.A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 The UNION shall be permitted to post union related notices and other materials on the faculty/staff bulletin board provided the notices are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters.

10:9 In the event the President of the UNION is a member of the collective bargaining unit covered by this Agreement, said President, or designee, shall be granted three (3) days of paid leave to attend legislative hearings.

10:10 Union Business

A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business.

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective.

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two (2) years of a leave of absence if so allowed by the insurance carrier.

D. For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the position the President formerly held. The provisions of Article 8 herein shall apply to the extent they may impact on said rights.

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit.

F. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of state law.

ARTICLE XI

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers Union in consideration of the value of this Agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XII

CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13:1 It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each employee presently employed by the BOARD and to each new employee employed by the BOARD. The BOARD shall have 120 copies of this Agreement printed, 100 of which will be delivered to the UNION for distribution to each employee.

13:3 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

13:4 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provision of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

1.to the executive management and administrative control of the School System and its properties and facilities;

2.to hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, and, except as specifically limited by this Agreement, to determine terms and conditions of employment.

13:5 Being a mutual agreement, this instrument may be amended at any time by mutual consent.

13:6 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XIV

DURATION OF AGREEMENT

- 14.1 The provisions of this Agreement unless otherwise specified shall become effective as of July 1, 2002 2005 and shall continue and remain in full force and effect to and including June 30, 2005 2008 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than September 30, 2004 2007.
- 14.2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NASHUA BOARD OF EDUCATION

BY _____
Vincent Capasso Kimberly Shaw, President
Nashua Board of Education

Date _____

**NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO**

BY _____
Brad Schott Jackie McKnight, President
Nashua Teachers' Union

Date _____

APPENDIX A
Salary Schedule

Effective July 1, 2002, employees shall be paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$13.58	\$14.24	\$14.89	\$15.57
2	\$12.20	\$12.86	\$13.52	\$14.19
1	\$10.56	\$11.21	\$11.88	\$12.54

*Salary schedule reflects 3% cost of living adjustment and 4% comparability adjustment.

Effective July 1, 2003, employees shall be paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$14.46	\$15.17	\$15.86	\$16.58
2	\$13.00	\$13.70	\$14.40	\$15.11
1	\$11.25	\$11.94	\$12.65	\$13.36

*Salary schedule reflects 3% cost of living adjustment and 3.5% comparability adjustment.

Effective July 1, 2004, employees shall be paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$15.40	\$16.16	\$16.89	\$17.66
2	\$13.85	\$14.59	\$15.34	\$16.09
1	\$11.98	\$12.72	\$13.47	\$14.23

*Salary schedule reflects 3% cost of living adjustment and 3.5% comparability adjustment.

Grade 1:	Department Secretary, Guidance Secretary, Library Secretary
Grade 2:	School Secretary, Attendance Secretary, Central Office Secretary, Receptionist
Grade 3:	High School Principal's Secretary, Accounting Secretary, Accounts Payable Supervising Secretary

Appendix A-1

Effective July 1, 2005 through May 31, 2006, employees shall be paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$15.40	\$16.16	\$16.89	\$17.66
2	\$13.85	\$14.59	\$15.31	\$16.09
1	\$11.98	\$12.72	\$13.47	\$14.23

*Salary schedule reflects 0% cost of living adjustment.

Grade 1: Department Secretary, Guidance Secretary, Library Secretary

Grade 2: School Secretary, Attendance Secretary, Central Office Secretary, Receptionist

Grade 3: High School Principal's Secretary, Accounting Secretary, Accounts Payable Supervising Secretary

Appendix A-2

Effective June 1, 2006, eligible employees shall be granted a step increase and paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$15.71	\$16.48	\$17.23	\$18.01
2	\$14.13	\$14.88	\$15.65	\$16.41
1	\$12.22	\$12.97	\$13.71	\$14.51

*Salary schedule reflects 2% cost of living adjustment.

Grade 1: Department Secretary, Guidance Secretary, Library Secretary

Grade 2: School Secretary, Attendance Secretary, Central Office Secretary, Receptionist

Grade 3: High School Principal's Secretary, Accounting Secretary, Accounts Payable Supervising Secretary

Appendix A-3

Effective July 1, 2006 through December 31, 2006, employees shall be paid in accordance with the following schedule. Grade 1 employees shall be placed on the Grade 2 pay scale at the same step, or if eligible for step movement, at the new step.

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
2	\$14.13	\$14.88	\$15.65	\$16.41

Employees who were on Grade 3 during the 2005-2006 school year and thus grand-fathered shall continue to be paid in accordance with the following schedule:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$15.71	\$16.48	\$17.23	\$18.01

*Salary schedule reflects 0% cost of living adjustment.

Appendix A-4

Effective January 1, 2007, employees shall be paid in accordance with the following schedule and employees who did not move from Grade 1 to Grade 2 shall receive a step increase if eligible.

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
2	\$14.55	\$15.33	\$16.12	\$16.90

Employees who were on Grade 3 during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule below:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$16.18	\$16.97	\$17.75	\$18.55

*Salary schedule reflects 3% cost of living adjustment.

Appendix A-5

Effective July 1, 2007, eligible employees shall be granted a step based on the schedule below:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
2	\$14.55	\$15.33	\$16.12	\$16.90

Employees who were on Grade 3 during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule below:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$16.18	\$16.97	\$17.75	\$18.55

Appendix A-6

Effective January 1, 2008 employees shall be paid in accordance with the following schedule.

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
2	\$14.99	\$15.79	\$16.60	\$17.41

Employees on Grade 3 during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule below:

	1	2	3	4
Seniority:	(0-5 yrs.)	(6-10 yrs.)	(11-15 yrs.)	(16+ yrs.)
Grade/Step				
3	\$16.67	\$17.48	\$18.28	\$19.11

*Salary schedule reflects 3% cost of living adjustment.

APPENDIX B

**Unit C
Secretaries**

Dues Deduction Authorization

TO: NASHUA BOARD OF EDUCATION

Effective _____ (date).

I (Please print your name) _____

hereby request and authorize you to deduct Union dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the Union dues as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

EMPLOYEE'S SIGNATURE

SOCIAL SECURITY NUMBER

EMPLOYEE'S ADDRESS

SCHOOL

DEPARTMENT

STATUS: ___ Schedule I ___ Schedule II ___ Schedule III

Please return this form to: Nashua Teachers' Union

Dues, contributions, or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX B-1

Agency Fee Authorization

TO NASHUA BOARD OF EDUCATION:

Effective _____, I hereby request and authorize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified by the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system.

EMPLOYEE'S NAME (PLEASE PRINT)

SOCIAL SECURITY NUMBER

EMPLOYEE'S SIGNATURE

SCHOOL

EMPLOYEE'S SIGNATURE

DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union

Sidebar Agreement

RATIFICATION/APPROVAL

PROCESS AND APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.

NASHUA BOARD OF EDUCATION

BY _____
~~Vincent Capasso~~ Kimberly Shaw, President
Nashua Board of Education

Date _____

**NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO**

BY _____
Jackie McKnight, ~~Brad Schott~~ President
Nashua Teachers' Union

Date _____

Sidebar Agreement

EMPLOYEES ABOVE WAGE RATE

The Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO agree that members of this Collective Bargaining Unit, in the active employ of the Nashua School District and employed in this Collective Bargaining Unit on the date of approval from the City of Nashua Aldermen, and, who are earning an hourly wage rate above the appropriate pay rate, as provided in this and prior negotiated agreements, shall receive the annual percentage increase in their hourly wage rate consistent with the agreed upon annual percentage increases for this Collective Bargaining Unit.

NASHUA BOARD OF EDUCATION

BY _____
Kimberly Shaw, ~~Vincent Capasso~~, President
Nashua Board of Education

Date _____

**NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO**

BY _____
Jackie McKnight, ~~Brad Schott~~, President
Nashua Teachers' Union

Date _____

Sidebar Agreement

The parties agree to establish a Joint Labor Management Committee to review the current wage structure and the placement of specific positions within the salary grades and make any necessary recommendations. There shall be equal composition on this Committee from Labor and Management. The Union representatives shall be appointed by the NTU President. The recommendations are due from the Committee not later than January 1, 2003. The Committee may extend the January 1, 2003 if it deems necessary to complete its' work.

NASHUA BOARD OF EDUCATION

BY _____ Date _____
Kimberly Shaw, ~~Vincent Capasso~~, President
Nashua Board of Education

**NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO**

BY _____ Date _____
Jackie McKnight, ~~Brad Schott~~, President

Sidebar Agreement
Evaluation Committee

Parties agree to establish a joint labor management committee for the development and implementation of an annual system and form(s). The Committee will have equal representation from labor and management. The Union representatives on the Committee shall be appointed by the President of the NTU. The objective will be to provide for annual evaluation of all members.

NASHUA BOARD OF EDUCATION

BY _____ Date _____
Kimberly Shaw, ~~Vincent Capasso~~, President
Nashua Board of Education

**NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO**

BY _____ Date _____
Jackie McKnight, ~~Brad Schott~~, President